



**TOWN OF NORTH HEMPSTEAD**

**REQUEST FOR PROPOSALS**

**FOR**

**LEGAL SERVICES**

**TOWN OF NORTH HEMPSTEAD  
OFFICE OF THE TOWN ATTORNEY**

220 Plandome Road  
P.O. Box 3000  
Manhasset, NY 11030-2327  
(516) 869-6311

*Supervisor*  
**Judi Bosworth**

*Town Board*  
**Viviana L. Russell**  
**Peter J. Zuckerman**  
**Angelo P. Ferrara**  
**Anna M. Kaplan**  
**Lee R. Seeman**  
**Dina M. De Giorgio**

*Town Attorney*  
**Elizabeth D. Botwin**

**Issue Date: March 25, 2014**  
**Proposals Due: April 18, 2014**

## TOWN OF NORTH HEMPSTEAD

### REQUEST FOR PROPOSALS

#### I. INTRODUCTION

##### A. General Information

The Town of North Hempstead (the "Town") seeks to establish a panel of stand-by counsel who are prepared to represent the Town in various matters. As such, the Town is requesting proposals from qualified law firms, located and authorized to do business in the State of New York, to perform specialized litigation, counseling, drafting and negotiating services. Law firms may be selected from among responding firms based on a thorough analysis of each firm's ability to provide the Town with the highest quality legal services at cost-effective fees.

The selected proposer(s) will be required to work closely with Office of the Town Attorney and in certain instances, the Town's insurance carriers.

The following conditions apply to this RFP:

1. There is no express or implied obligation for the Town to reimburse responding firms for any expenses incurred in preparing proposals in response to this request, and the Town will not reimburse such expenses.
2. Any inquiries concerning this RFP must be in writing or by email and should be addressed to Deputy Town Attorney Michael Kelly at [kellym@northhempsteadny.gov](mailto:kellym@northhempsteadny.gov). All inquiries must bear the RFP number assigned to this RFP.
3. To be considered, copies of a proposal must be received by the Office of the Town Attorney at 220 Plandome Road, Manhasset, New York 11030 by 3:00 p.m. **April 18, 2014**. The Town reserves the right to reject any or all proposals submitted.
4. During the evaluation process, the Town reserves the right, where it may serve the Town's best interest, to request additional information or clarification from a proposer, or to allow corrections on non-material errors or omissions or waive non-material requirements. At the discretion of the Town, firms submitting proposals may be requested to make presentations as part of the evaluation process. If conducted, presentations will be scheduled with each proposer being considered.
5. The Town reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
6. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal

submitted and confirmed in any retainer agreement(s) between the Town and the firm(s) selected.

7. The selection of firms will be set forth in a resolution of the Town Board. Firms so selected are merely deemed qualified to represent the Town and may or may not be retained to perform legal services. If and when such services are necessary, the selected firm(s) will be required to enter into a retainer agreement with the Town.
8. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited, to the due date for receipt of proposals.
9. The Town reserves the right to reject all proposals.

**B. Subcontracting**

No subcontracting shall be permitted without the express permission of the Town.

**II. NATURE OF SERVICES REQUIRED**

**A. General.** The Town requires the services of a law firm or firms to represent the Town, provide advice and render opinions on various lawsuits, transactions, contracts and other legal matters. Specifically, the Town requires a law firm or firms to represent it in relation to the following practice areas:

1. Federal and State Court litigation, including but not limited to those alleging civil rights violations, takings and other tortious acts or omissions;
2. Commercial litigation, including but not limited to breach of contract claims, construction litigation;
3. Personal injury matters, including but not limited to the trials and appeals thereof;
4. Certain municipal law matters, including but not limited to Article 78 proceedings, declaratory judgment actions, challenges to ad valorem levies and tax certiorari proceedings;
5. Labor and employment matters, including employee discipline, arbitration pursuant to the applicable collective bargaining agreement, handling allegations of discrimination before the Department of Human Rights or the EEOC;
6. Real estate matters, including negotiation of complex transactions and litigation to enforce property rights on behalf of the Town;
7. Representing the Town before regulatory agencies such as the Environmental

Protection Agency, the Department of Environmental Conservation and the Nassau County Health Department;

8. Contract matters, including but not limited to the negotiation and preparation of agreements such as project labor agreements, cable or fiber optic franchise agreements, lease agreements for cellular facilities located on Town properties; and
9. Other matters as may be required by the Town.

The Town does not have a set schedule of matters to be assigned to any selected firms, and intends to use selected firms on an as-needed basis, as such services are needed. This RFP does not constitute any guarantee that such firms will be assigned any matters by the Town. Once the panel is selected, firms will be required to execute a Retainer Agreement with the Town.

The Town anticipates qualifying several firms to perform services in each of the above practice areas. Each proposer should identify in their proposals those practice areas in which such firm is proposing to provide services for the Town. Note, however, that the Town is not obligated to qualify firms or retain their services for any or all of the above practice areas.

The Town reserves the right to interview any or all proposers in connection with selecting firms to perform services to the Town.

**A. Minimum Qualifications:**

1. Firms must be authorized to do business in the State of New York.
2. All attorneys working in conjunction with the Town's matters shall be duly admitted to practice before the Courts of the State of New York and be members in good standing of the New York bar.
3. All attorneys working in conjunction with the Town's matters must individually possess experience in matters handled in one or more of the above areas for municipalities in New York and supervisory attorneys must possess at least ten (10) years' experience in such matters.

**B. Representation and Other Requirements.** The following requirements will be made a part of any agreement entered into between the Town and the selected firm(s):

1. The firm shall be compensated for all reasonable expenses and disbursements actually incurred, such as motion filing fees, court reporting services, appellate printing, without application of a multiplier. Certain out-of-pocket disbursements such as travel expenses, use of investigators, appraisers or other experts and trial preparation services must be approved by the Town Attorney in advance. The

Town will not reimburse the cost of electronic legal research performed on Westlaw, Lexis, or any other electronic database. The Town will not reimburse expenses it is exempt from paying including, but not limited to, index number fees, the Secretary of State's service of process fee and sales taxes. All out-of-pocket expenses shall be substantiated with proper paid receipts and/or other documentation submitted together with the invoices upon which the expenses appear.

2. The Town will not reimburse expenses unless receipts or other appropriate documentation is provided for same.
3. If the firm believes that an expert should be retained, the firm must secure prior written approval from the Town Attorney. A resume or *curriculum vitae* for the proposed expert shall be submitted at the time of the request for prior approval. The firm shall specifically agree that the proposed expert firm, its subcontractors, agents or employees shall possess the experience, knowledge and character necessary to qualify them individually for the particular duties they perform.
4. The Town reserves the absolute right to terminate the services at any time.
5. The firm must provide regular periodic status reports to the Town Attorney which shall include an initial report and quarterly status reports thereafter. The firm shall prepare such other reports as shall be requested by the Town Attorney. The firm shall provide copies of said reports to the Town's insurance carriers, or their designated representatives, if the Town Attorney so requests. In addition, the firm shall prepare a report to the Town's auditors, within the time frame they set forth, when requested to do so. The firm shall immediately notify the Town Attorney of any motions, court decisions, settlement discussions, notices of appeal or other noteworthy developments.
6. Within a reasonable time prior to submission in court, the firm shall provide the Town Attorney with drafts of all documents prepared and to be submitted in court. No documents of any kind or nature shall be submitted in Court by the firm unless such documents are approved by the Town Attorney in advance. The firm shall also provide the Town Attorney with any documents whatsoever served by the opposing parties. The firm shall promptly provide copies of any other documents requested by the Town Attorney.
7. The firm shall maintain full and complete books and records of accounts in accordance with accepted accounting practices and such other records as may be prescribed by the Town Comptroller, including a contemporaneous record of work indicating in brief summary, a description of the work performed. Such books and records shall be retained for a period of six (6) years and shall at all times be available for audit and inspection by the Town Comptroller, the Town's auditors or a duly designated Town representative.

8. The firm will promptly provide a response to any requests from the Town's Records Access/FOIL Officer.
9. In the event that a dispute arises between the parties relating to fees, Part 137 of the Rules of the Chief Administrator of the Courts will apply.
10. The firm shall, to the fullest extent provided by law, defend and indemnify and save harmless the Town from claims, suits, action, damages and costs of every nature, kind, name and description resulting from the negligent performance of the services. Such defense and indemnity shall not be limited by reason of enumeration of any insurance coverage provided by the firm. Negligent performance of service shall include, in addition to negligence founded upon tort, negligence based upon the firm's failure to meet professional standards and resulting in obvious or patent errors in the progression of its work. Nothing shall create or give third parties any claim or right of action against the firm or the Town beyond those provided by law.
11. The firm shall procure and maintain during the term of any agreement resulting from this RFP, with a carrier holding an "A" rating from AM Best Company, or its equivalent, and furnish certificates of insurance evidencing its procuring, the following insurance policies:
  - (a) a policy of attorney professional liability insurance having a general aggregate limit of liability of at least \$2,000,000.00.
  - (b) Commercial general liability insurance covering the liability of the firm, and indemnifying and holding harmless the Town, its agents, employees and representatives from any and all loss and/or damage arising out of the performance of the services with a combined single limit (bodily injury/property damage) of One Million Dollars (\$1,000,000). The Town shall be named as additional insured on said policy;
  - (c) Workers' compensation insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57(2); and
  - (d) Disability benefits insurance or proof of its not being required to secure same, as evidenced by certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220(8).

### **III. FEE STRUCTURE**

Each proposal shall include Appendix A: Price Proposal and include the proposer's fees for the proposed to be rendered to the Town. The Town is not establishing any specific fee structure for the required services. Proposals may include an hourly fee for services performed, fixed fees for certain services or any combination thereof.

### **IV. TIME REQUIREMENTS**

#### **A. Proposed Calendar**

The following is a list of key dates up to and including the date proposals must be submitted:

RFP issued	March 21, 2014
Due Date for proposal submissions	April 18, 2014

- B. The Town reserves the right, as best serves its interest, to change any of the projected dates set forth in this RFP, including, but not limited to, the due date for receipt of proposals.

### **V. PROPOSAL REQUIREMENTS**

#### **A. General Requirements**

##### **1. Inquiries**

Written inquiries concerning the RFP and its subject must be made to Deputy Town Attorney Michael Kelly at [kellym@northhempsteadny.gov](mailto:kellym@northhempsteadny.gov). Direct responses to all inquiries will be distributed to each potential proposer that has requested such responses.

##### **2. Submission of Proposals**

The following material is required to be received by the Due Date for a proposing firm to be considered.

- a. The Proposal shall include:

##### **i. Title Page**

Title page showing the RFP subject; the firm's name; name, address and telephone number of the contact person; and the proposal date.

ii. A brief history and description of the firm submitting the proposal.

iii. Technical Proposal

A signed letter of transmittal stating the proposer's understanding of the services to be performed, a statement why the firm believes it to be best qualified to perform the engagement, the firm's past history in providing such services for municipalities, biographical information of those personnel that would provide services to the Town under an agreement, a summary of notable accomplishments and **a statement that the proposal is a firm and irrevocable offer**. Each proposer must identify the firm's experience in the practice areas for which such firm is submitting a proposal and explain how such experience would benefit the Town and/or would serve the proposer well in providing services for the Town. Each proposer should identify specific matters handled for other clients and their outcomes in order to illustrate how such proposer's services would benefit the Town.

iv. At least three references, including name, address and telephone numbers.

v. Completed price proposal attached as Attachment A

vi. Fully completed Proposer's Qualification Statement attached as Attachment B, including the Statement of Understanding, Disclosure Statement, Non-Collusive Proposal Certification, Insurance Certification and Acknowledgement of Receipt of Addenda. The contract will be executed by the Town and the selected candidate only after an evaluation of each proposal and a selection of a firm.

b. The completed proposal should be sent to the following address in a sealed envelope marked "Request for Proposals: Legal Services":

Elizabeth D. Botwin, Town Attorney  
Town of North Hempstead  
220 Plandome Road  
Manhasset, New York 11030

B. Guidance on Completing a Proposal Submission

1. General Requirements



The purpose of a proposal submission is to demonstrate the qualifications, competence and capacity of the firms seeking to provide services to the Town. As such, the substance of proposals will carry more weight than the form or manner of presentation. The Technical Proposal should demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement.

The Technical Proposal should address all points outlined in the RFP. The Technical Proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the RFP requirements.

## **VI. SELECTION OF FIRM**

A. The Town will qualify firm(s) based on an evaluation of the proposals. The qualification will not be based solely on a monetary evaluation. There will also be an evaluation of the proposer's understanding of the work required and approach with considerable weight being given to experience in the area and track record of the proposer. Proposals will be evaluated based on the following:

1. Compliance with RFP Requirements;
2. Proposer Experience in the services to be provided;
3. Past performance;
4. Experience of Proposer Personnel;
5. The wherewithal of the Proposer to render the requested services in a timely fashion;
6. Fee Structure.

The Town may also take into account any other factors it deems necessary in evaluating each proposal.

### **B. Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in the RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the Town and the firm selected. The Town reserves the right without prejudice to reject any or all proposals.

### **C. Minimum Service**

The qualification of a firm will not guarantee that any services will be requested of that firm.

**ATTACHMENT A**

**PRICE PROPOSAL**

Please provide on a separate page the fee proposal your firm proposes to charge for the Services described in this RFP.

The Town is not establishing any specific fee structure for the required services. Proposals may include an hourly fee for services performed, fixed fees for certain services or any combination thereof.

The undersigned further stipulates that the information in this attachment and the proposer's fee proposal is, to the best of its knowledge, true and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Proposer

Sworn to and subscribed on

this \_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_

\_\_\_\_\_  
Title of Person Signing

(Notary Public)

**ATTACHMENT B**

**BIDDER'S QUALIFICATION STATEMENT**

**INSTRUCTIONS:**

The Bidder's Qualifications Statement consists of the following documents:

1. Statement of Understanding;
2. Disclosure Form;
3. Noncollusive Proposal Certification;
4. Certification of Insurance (*to be completed by an authorized insurance agent*);  
and
5. Acknowledgement of Receipt of Addenda Form.

Please complete **ALL FIVE** forms and submit with the Bid/Proposal.

**THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY BID/PROPOSAL THAT  
FAILS TO INCLUDE COMPLETE AND ACCURATE ORIGINALS OF ALL FOUR FORMS  
INCLUDING ALL APPROPRIATE ACKNOWLEDGMENT(S) AND BEARING THE  
SIGNATURE OF A NOTARY PUBLIC.**

**STATEMENT OF UNDERSTANDING**

By signing in the space provided below, the undersigned certifies, under penalty of perjury, as follows:

1. I am duly authorized to submit this Proposal on behalf of the below listed sole proprietorship/company/partnership/corporation.
2. That he/she has read and understands all terms and conditions pursuant to this RFP.
3. That he/she has the capacity to and will abide by all terms and conditions pursuant to this RFP.
4. That he/she agrees to accept payment in accordance with the requirements of the RFP; and
5. That he/she agrees that the proposed submitted to the Town shall be irrevocable and that he/she will, if his/her proposal is accepted, enter into a retainer agreement with the Town of North Hempstead pursuant to the terms and conditions set forth in the RFP.
6. That he/she certified that his/her sole proprietorship/company/partnership/corporation will carry all types of insurance specified in the contract.

The undersigned further stipulates that the information in this Proposal is, to the best of its knowledge, true and accurate.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Title of Person Signing

Sworn to and subscribed on

this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**DISCLOSURE FORM**

*The signatory of this questionnaire certifies under oath the truth and correctness of all Statements and of all answers to interrogatories hereinafter made.*

**Provide answers to each of the following and supporting documentation, where necessary:**

1. **Adverse Equal Opportunity Determinations:** Identify all adverse determinations against your Company/Corporation/Partnership, or its employees or persons acting on its behalf, with respect to actions, proceedings, claims or complaints concerning violations of state, Federal or municipal equal opportunity laws or regulations.
  
2. **Convictions and Unscrupulous Practice:** Has your Company/Corporation/Partnership, or any of its employees present or past, or anyone acting on its behalf, ever been cited for unscrupulous practice, or been convicted of any crime or offense arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business, or has any of your Company/Corporation/Partnership's officers, director or persons exercising substantial policy discretion ever been convicted of any crime or offense involving business/financial misconduct or fraud? If so, describe the convictions and surrounding circumstances in detail.
  
3. **Pending or Threatened Actions/Suits:** Describe any past or present action, suit, proceeding or investigation pending or threatened against your Company/Corporation/Partnership including, without limitation, any proceeding known to be contemplated by government authorities, private parties, or current or former clients.
  
4. **Criminal Misconduct:** Has your Company/Corporation/Partnership, or any of its employees, or anyone acting on its behalf, been indicted or otherwise charged in connection with any criminal matter arising directly or indirectly from the conduct of your Company/Corporation/Partnership's business which is still pending, or has any of the Company/Corporation/Partnership's officers, directors or persons exercising substantial policy discretion been indicted or otherwise charged in connection with any criminal matter involving business or financial misconduct or fraud which is still pending? If so, describe the indictments or charges and surrounding circumstances in detail.
  
5. **Conflicts of Interest:** disclose any of the following, and describe any procedures your Company/Corporation/Partnership has, or would adopt, to assure the Town that a conflict of interest would not exist in the future):

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- (a) Any material financial relationships that your Company/Corporation/Partnership or any Company/Corporation/Partnership employee has that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
- (b) Any family relationship that any employee of your Company/Corporation/Partnership has with a member, employee, or official of the Town or that may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.
- (c) Any other matter that your Company/Corporation/Partnership believes may create a conflict of interest or the appearance of a conflict of interest in contracting with or representing the Town.

6. **Financial Disclosure:** Submit with this Disclosure Statement Form, any one of the following three items:

- (a) a financial statement, prepared on an accrual basis, in a form which clearly indicates: Proposer's (1) assets, liabilities and net worth; (2) date of financial statement; and (3) name of firm preparing statement.
- (b) a letter of credit reference from a recognized bank or financial institution; or
- (c) a certified copy of a credit report from a recognized credit bureau, such as Dun and Bradstreet or TRW.

**THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT ANY PROPOSAL THAT FAILS TO INCLUDE COMPLETE DISCLOSURE STATEMENT FORM.**

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Signature, if Individual)

By: \_\_\_\_\_ (Seal, if corporation)

(Signature)

Print Name: \_\_\_\_\_

(Legal Business Name of Company/Partnership/Corporation)

Print Title: \_\_\_\_\_

**[MANDATORY AFFIDAVIT(S) AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**

-----**(Affidavit for Individual)**-----

\_\_\_\_\_ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is an authorized representative of the Bidder/Proposer; b) he/she has read all statements and answers to this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) the attached letter of credit/certified copy of credit report or financial statement, taken from his/her books, is a true and accurate statement of his/her financial condition as of the date thereof; and b) all of the foregoing qualification information is true, complete, and accurate.

-----**(Affidavit for Partnership)**-----

\_\_\_\_\_ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is a member of the partnership of \_\_\_\_\_, b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said partnership showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said partnership, is a true and accurate statement of the financial condition of the partnership as of the date thereof; and d) all of the foregoing qualification information is true, complete and accurate.

-----**(Affidavit for Corporation)**-----

\_\_\_\_\_ being duly sworn, deposes and says, under penalty of perjury, that: a) he/she is \_\_\_\_\_ of \_\_\_\_\_ (Full Legal Name of Corporation); b) he/she has read all statements and answers this DISCLOSURE STATEMENT FORM, including the attached letter of credit/certified copy of credit report or financial statement submitted pursuant to interrogatory number 7 Financial Disclosure; c) he/she is familiar with the books of said corporation showing its financial condition; c) the attached letter of credit/certified copy of credit report or financial statement, taken from the books of said corporation, is a true and accurate statement of the financial condition of said corporation as of the date thereof; and d) that all of the foregoing qualification information is true, complete and accurate.

-----**(Acknowledgement)**-----

\_\_\_\_\_ being duly sworn, deposes and says, under penalty of perjury, that he/she is \_\_\_\_\_ of \_\_\_\_\_ (Name of Bidder) that he/she is duly authorized to make the foregoing affidavit and that he/she makes it on behalf of ( ) himself/herself: ( ) said partnership; ( ) said corporation.

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, in the County of \_\_\_\_\_, State of \_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
(Notary Public)

My commission expires:

**NONCOLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- (1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
- (3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I, hereby certify under the penalties of perjury that the foregoing statement is true.

By:

_____	_____
Proposer's Signature	Date
_____	_____
Print Name	Title
_____	_____
Legal Name of Individual or Business Name of Company/Partnership/Corporation	Proposer's Federal Tax Identification # (Do Not Use SS#)
_____	_____
Address	Email Address

**[MANDATORY ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]**



Town of North Hempstead  
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------(Acknowledgment for Individual)-----

STATE OF )  
ss.:  
COUNTY OF )

On \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known,  
and known to me to be the individual(s) described in, and who executed the foregoing NONCOLLUSIVE  
PROPOSAL CERTIFICATION, and duly acknowledged to me that s/he executed the same.

\_\_\_\_\_  
My commission  
expires: \_\_\_\_\_  
(Notary Public)

------(Acknowledgment for Partnership)-----

STATE OF )  
ss.:  
COUNTY OF )

On \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me  
known, who, by me duly sworn, did depose and say that deponent resides at \_\_\_\_\_;  
that deponent is a member of the partnership described in and which executed the foregoing NONCOLLUSIVE  
PROPOSAL CERTIFICATION; deponent is authorized to sign the foregoing NONCOLLUSIVE PROPOSAL  
CERTIFICATION.

\_\_\_\_\_  
My commission  
expires: \_\_\_\_\_  
(Notary Public)

------(Acknowledgement for Corporation)-----

STATE OF )  
ss.:  
COUNTY OF )

On \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me  
known, who, by me duly sworn, did depose and say that deponent resides at \_\_\_\_\_  
that deponent is the \_\_\_\_\_ of the corporation described in, and which executed the foregoing  
NONCOLLUSIVE PROPOSAL CERTIFICATION, that deponent knows the seal of the corporation, that the seal  
affixed to the NONCOLLUSIVE PROPOSAL CERTIFICATION, is the corporate seal, that its was affixed by order  
of the board of \_\_\_\_\_ of the corporation; and that deponent signed deponent's name by like  
order.

\_\_\_\_\_  
My commission  
expires: \_\_\_\_\_  
(Notary Public)

**INSURANCE CERTIFICATION**

**TO BE COMPLETED BY AN AUTHORIZED INSURANCE AGENT**

**INSTRUCTIONS:**

Please complete this Insurance Certification and attach copies of proof of insurance as follows:

- (a) **Commercial General Liability/Automobile Liability:** ACCORD-25 FORM.
- (b) **Worker's Compensation:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 57 (2) evidencing proof of workers' compensation insurance *or* proof of Bidder not being required to secure same.
- (c) **Disability Benefits Insurance:** Certificates or affidavits approved by the State Workers' Compensation Board pursuant to State Workers' Compensation Law § 220 evidencing proof of disability benefits insurance *or* proof of Bidder not being required to secure same.
- (d) **Professional Liability Insurance**

*This form and all supporting documentation must be submitted with this Proposal even if said information is on-file with the Town in connection with another bid, project or contract.*

\_\_\_\_\_  
(Name and Address of Bidder)  
\_\_\_\_\_  
\_\_\_\_\_

Name of RFP: \_\_\_\_\_ RFP Number: \_\_\_\_\_

(1) Commercial General Liability with completed operations (plus X.C.U. when applicable), to which the Town of North Hempstead has been added as additional insured, and Automobile Liability: \$ 2,000,000.00 Combined single limit (bodily and personal injury/property damage).

Insurance Carrier: \_\_\_\_\_ Policy Number(s): \_\_\_\_\_

(2) Worker's Compensation:

Insurance Carrier: \_\_\_\_\_ Policy Number(s): \_\_\_\_\_

(3) Disability Benefits Insurance:

Insurance Carrier: \_\_\_\_\_ Policy Number(s): \_\_\_\_\_

(4) Professional Liability Insurance:

Insurance Carrier: \_\_\_\_\_ Policy Number(s): \_\_\_\_\_

(5) The above insurance is effective with New York State admitted insurance companies, and is A rated or equivalent to A rated.

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(6) Policy cancellation or non-renewal shall be effective only upon thirty (30) days prior notice by certified mail to:

*Town of North Hempstead, Office of the Town Attorney, 220 Plandome Road, P.O.B. 3000, Manhasset, New York 11030*

Authorized Insurance Agent's Signature and Title:

---

Name, Insurance Affiliation and Address:

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Dated \_\_\_\_\_

**ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**

The bidder hereby acknowledges that he/she has received and that he/she has considered in the preparation of his/her bids, all requirements in the following Addenda to this Bid/Proposal/Contract:

**Note:** This acknowledgement shall be signed by the person executing the Statement of Understanding.  
Insert additional pages, as necessary.

ADDENDUM NUMBER	DATE OF ADDENDUM	ACKNOWLEDGEMENT

☐ **NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS PROPOSAL.**

ACKNOWLEDGEMENT: \_\_\_\_\_

***IMPORTANT NOTICE:***

**THIS FORM MUST BE COMPLETED AND SUBMITTED BY ALL PROPOSERS. IF NO ADDENDA ARE RECEIVED, CHECK THE “NO ADDENDUM” BOX ABOVE AND SIGN THE ACKNOWLEDGMENT.**

**THE TOWN RETAINS THE ABSOLUTE RIGHT TO REJECT AND PROPOSAL THAT FAILS TO INCLUDE THIS ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA FORM**